

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI

Van Jenkins #172475)
(full name) (Register No.))

_____))
_____))

Plaintiff(s).

v.

Pam Mueller, Manager
Access Securepak Company &
Michigan Dept. of Corrections

(Full name)

Melody A. P. Wallace, Bar No. P36766

Defendant(s).

19-4025-CV-C-NKL-P

Case No. _____

Defendants are sued in their (check one):

____ Individual Capacity

____ Official Capacity

☒ Both

COMPLAINT UNDER THE CIVIL RIGHTS ACT OF 42 U.S.C. § 1983

I. Place of present confinement of plaintiff(s): Parnall Corectional Facility

II. Parties to this civil action:

Please give your commitment name and any another name(s) you have used while incarcerated.

A. Plaintiff Van Jenkins/Van Jenkins El Register No. 172475

Address 1780 East Parnall Road

Jackson, Michigan 49201-7139

B. Defendant Pam Mueller, Manager of the Access Securepak Company
& Melody A.P. Wallace is the Litigation Coordinator of

the Mich. Dept. of
corrections; Is employed as Both above cited persons/Defendants are employed at separate
entities and have contractual agreement(s) to conduct sales transactions
with Prisoners residing in the Michigan Dept. of Corrections.

For additional plaintiffs or defendants, provide above information in same format on a separate page.

III. Do your claims involve medical treatment? Yes _____ No X

IV. Do you request a jury trial? Yes X No _____

V. Do you request money damages? Yes X No _____

State the amount claimed? \$55,713. ⁵² / 5563. ⁵² (actual/punitive)

VI. Are the wrongs alleged in your complaint continuing to occur? Yes X No _____

VII. Grievance procedures:

A. Does your institution have an administrative or grievance procedure?

Yes X No _____

B. Have the claims in this case been presented through an administrative or grievance procedure within the institution?

Yes X No _____

C. If a grievance was filed, state the date your claims were presented, how they were presented, and the result of that procedure. (Attach a copy of the final result.)

The Grievance was filed regarding the policy citing that Friends may provide Securepak store items to Prisoners. The date & time the store order was placed. That Grievant request to be provided with the securepak store items paid for. A grievance was also filed at the Access Securepak Company with no response.

D. If you have not filed a grievance, state the reasons.

VIII. Previous civil actions:

A. Have you begun other cases in state or federal courts dealing with the same facts involved in this case?

Yes _____ No X

B. Have you begun other cases in state or federal courts relating to the conditions of or treatment while incarcerated?

Yes X No _____

C. If your answer is "Yes," to either of the above questions, provide the following information for each case.

(1) Style: People of Michigan V. Van Jenkins

(Plaintiff)

(Defendant)

(2) Date filed: August 22, 2018

(3) Court where filed: Third Judicial Circuit Court-Family Division

(4) Case Number and citation: 11-100382-DM People V. Jenkins

(5) Basic claim made: Felony-non Child Support

(6) Date of disposition: Was removed from State Court to Federal Court per 28 U.S.C. 1455/1443

(7) Disposition: still pending

(8) If resolved, state whether for: (Pending) (on appeal) (resolved)
For Defendant do to not being resolved within
180 days per law.
(Plaintiff or Defendant)

For additional cases, provide the above information in the same format on a separate page.

IX. Statement of claim: Breach of contract unconscionable contract, see the Consumer Complaint filed at the Attorney General's Consumer Protection Unit.

A. State here as briefly as possible the facts of your claim. Describe how each named defendant is involved. Include the names of other persons involved, dates and places. Describe specifically the injuries incurred. Do not give legal arguments or cite cases or statutes. You may do that in Item "B" below. If you allege related claims, number and set forth each claim in a separate paragraph. Use as much space as you need to state the facts. Attach extra sheets, if necessary. Unrelated separate claims should be raised in a separate civil action. This complaint is based upon the attached Consumer complaint. However, the basis of a claim under this theory is that (1) the action complained of constituted State action, or was under "color of State Law" within the meaning of the Civil Rights Act of 1871 & the 14th amendment to the U.S. Const. (2) the property taken was an "entitlement" or a property right within the meaning of the 14th amendment, and that (3) such property right was taken without Notice or an opportunity for a hearing within the meaning of the due process clause.

B. State briefly your legal theory or cite appropriate authority: see the above cited statement in paragraph "A".

- X. Relief: State briefly exactly what you want the court to do for you. Make no legal arguments. This Relief is set out in the attached Default that occurred at the administrative level of the Attorney General's Consumer Protection Unit. This relief is cited in the attached **"AFFIDAVIT OF COMPLAINANT INVOLING RESPONDENT'S COMPLIANCE TO THE FIRST, SIXTH & FOURTEENTH AMENDMENTS TO THE U.S. COUNSEL: CONSTITUTION"**
- XI. Counsel:

A. If someone other than a lawyer is assisting you in preparing this case, state the person's name. _____

B. Have you made any effort to contact a private lawyer to determine if he or she would represent you in this civil action? Yes X No _____ The agency according to law 5 U.S.C. 504 & 28 U.S.C. 2412(d)

If your answer is "Yes," state the names(s) and address(es) of each lawyer contacted.
The Attorney General's Consumer Protection Unit, P.O. Box, Jefferson City, Mo. 65102/Tel (573-751-3321)

C. Have you previously had a lawyer representing you in a civil action in this court? Yes _____ No X

If your answer is "Yes," state the name and address of the lawyer.

request To be appointed an Attorney For person with Disability/Disorder see the attached medical information. This is to be arranged with the Missouri Protection & Advocacy Services at; South Country Club Drive, Unit B-1, Jefferson City, Mo. 65109/Tel. (573-659-0678

(I preserve/reserve my Rights pursuant to UCC 1-207) Amended Complaint may be required.
I declare under penalty of perjury that the foregoing is true and correct.

Executed (signed) this 16th day of February 2019.

Nan Jenkins
Signature(s) of Plaintiff(s)



If you would like to file a consumer complaint, please complete and mail this form to:
Missouri Attorney General Josh Hawley • Consumer Protection Unit • P.O. Box 899 • Jefferson City, MO 65102

Information About Consumer

YOUR NAME Van Jenkins Reg. No. 172475
First Last MI

ADDRESS 320 North Hubbard Street St. Louis Missi. 63102 Gratiot
Street City State Zip County

E-MAIL _____

PRIMARY PHONE NO. () - -

ARE YOU 60 OR OVER? ☐ Yes ☐ No

ARE YOU DISABLED? ☒ Yes ☐ No

SECONDARY PHONE NO. () - -

ARE YOU A VETERAN? ☐ Yes ☐ No

Information About Complaint

BUSINESS NAME Access Securepak company

DATE OF TRANSACTION/PURCHASE 08/29/2018 AMOUNT PAID \$86.93
MM / DD / YYYY

BRIEFLY DESCRIBE YOUR COMPLAINT (See the Amended complaint attached) on the date of 8/29/2018 a friend under or named under the unconscionable purchase contract Number: 12272126 made the store order items online-WEB for a total of \$86.93 the Friends & Family Package Program Order was processed according to the attached Policy-PD. 04.02.135, authority for this program is M.C.L. 791.203 & 204 where this policy defines what constitute Family but not what constitute Friends, so the Webster Dictionary definition is one who supports another. The clause of this Policy Two separate addresses for this company 3601 New Town Blvd. St. Charles, MO. 63301 ?

ADDRESS 10880 Linpage Place St. Louis MO. 63132 ?
Street City State Zip County

BUSINESS PHONE NO. 1- () - -

FINANCIAL LOSS? ☐ Yes ☐ No

BUSINESS FAX NO. 1- () - -

IS CONTRACT SIGNED? ☒ Yes ☐ No

E-MAIL _____ WEBSITE Michiganpackages.com

CONTACT NAME _____ CONTACT TITLE Director

**Information About Product or Service**PRODUCT OR SERVICE DISPUTED under a contract that was fully paid & service cancelledPAYMENT METHOD ☐ Cash ☒ Credit Card ☒ Debit Card ☐ Loan ☐ Layaway ☐ Check ☐ Other**Information About Resolution**

WHAT ACTION HAVE YOU TAKEN TO RESOLVE THIS COMPLAINT?

- ☐ No action taken ☐ Sent email to business ☒ Sent letter to business
- ☐ Filed a lawsuit ☐ Contacted a private attorney ☐ Filed a complaint with another agency
- ☒ Other (please explain) Filed a Grievance at Facility that was rejected in retaliation;

HAVE YOU CONTACTED ANY OTHER AGENCIES?

- ☐ MO Department of Revenue ☐ Federal Trade Commission (FTC) ☐ Consumer Financial Protection Bureau (CFPB)
- ☒ Better Business Bureau ☐ MO Secretary of State ☐ Internet Crime Complaint Center (ICCC)
- ☐ Police Department (enter agency name) _____

HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

- ☐ Cancel ☐ Refund ☒ Deliver product
- ☐ Perform service ☐ Repair ☐ Replace/Trade
- ☒ Investigate business ☒ Other (please explain) \$86.93 per diem for every day that

complainant was subjected to hardships deprived of his store items purchased by contract. And that if there's no favorable Resolution a cause of action shall be filed in Federal court the Respondents must pay all court cost & Attorney fees. Plus

Your Verification**BY FILING THIS COMPLAINT, I UNDERSTAND THAT:**

The Attorney General is not my private attorney, but enforces state consumer protection laws;

I would be willing to testify in court to the fact stated in this complaint;

A copy of this complaint will be provided to the merchant against whom I am filing this complaint; and

In accordance with Missouri law, consumer complaints are "public records," subject to public disclosure upon request.

My complaint, including my name, address and related documents, may be provided pursuant to a Sunshine Law request.

I ATTEST TO THE ACCURACY OF STATEMENTS MADE IN THIS COMPLAINT:YOUR SIGNATURE Van JenkinsDATE 10 / 1 / 18 2018
MM / DD / YYYY

is Friends. The store items were returned to the complainant after payment was entered and payment made, a due process arose upon the store order being delivered to the Central Michigan Correctional Facility, # 320 North Hubbard Street, St. Louis, Mich. 43880. It was not delivered to complainant, Van Jenkins but returned or cancelled and returned to Access securepak company by the facility where there's reasons to believe it was returned to the company stating that the Friend is not a family member and can not send or have sent securepak store items to another prisoner. The clause in the attached policy clearly, even in the title of the program simply states quote, "Friends And Family Package Program", unquote. By the Friend supporting complainant who is a person with a spiritz Bifida disability and hyper tension disorder as certified by the attached licensed Doctor's shown on the Medical Examination Certification as evidence in compliance to the Americans With Disabilities Act 42 U.S.C. 12102(2) & 12189. This did not violate the attached policy Directive where the Michigan Dept. of corrections have a contract with the Missouri Access securepak company which authorizes store items sales to prisoners under contract that was Breached by the cancellation.

The Michigan Civil Service Commission Rule prohibit any Mich. Dept. of Corrections staff officer or employee to circumvent the procedures of the Friends & Family package program policy PD. 04, 02.135 when confiscating prisoner property thus denying the prisoner his due process rights and acting in a discriminatory and arbitrary manner. The store items became the complainant's property upon the payment being completed and delivery made, confiscating is when it was taken and sent back to the Access securepak company;

The consumer protection statutory provisions prohibits any clause of the contract to have been unconscionable at the time it was entered and made, the Attorney General is to either prevent an unconscionable result or authorize compensation to the complainant for the unconscionable results the contract produced;

The U.S. 6th Amendment to the Constitution contains a compulsory process clause that a citizen, especially a person with a disability/disorder a subpoena clause to allow the disabled in obtaining witnesses/evidence in his favor; on the date of 9/11/2018 complainant wrote a discovery inquiry to the Better Business Bureau, Inc, 701 North Broadway, Suite 2060, St. Louis, Mo. 63143 with no response; on 9/18/2018 complainant wrote a subpoena inquiry to the Director of the Access securepak company, at 10880 Linpage place, St. Louis, Mo. 63132 allowing 14 days Response Time that is presently violated giving reasons to believe that the company has committed Fraud.

The information that is to be enclosed involving the contractual agreements that may contain the unconscionable clause in the sales contract or any amendments thereto the order No. 12272126 dated 8/29/2018, amount \$86.93; the source or Name of Friend that paid the order, copy of the source of payment to order store items; Reasons for cancellation;

It directed the Director of Access securepak company to disclose the following:

1. The order contract;
2. The process of order for store items;
3. Any Notices of cancellations during the process of the order;
4. Copy of the Store WEB page to Order Store Items;
5. Name of person that placed the order;
6. Was the person who had placed the order contacted during the order process of the store items? If yes, by Whom?
7. Was the Friend contacted to cancel the store order? By Whom?
8. Did the Friend cancel the store order? Why?

U.S. Constitutional Due Process of Law.

During the past years, the U.S. Supreme court has rendered a series of cases on the interpretation of the taking of property "without due process of law" clause of the 14th Amendment to the constitution of the United States.

These cases involve the question of what "Notice," if any, is required to satisfy "due process" in connection with state statutes and procedures which permit prejudgment taking of property. The Michigan Dept. of corrections have a habitual history of 'illegally' seizing property, even out of retaliation and discrimination against persons with disabilities and disorders.

The fundamental basis upon which these cases rest is found in the Civil Rights Act of 1871 and the 14th Amendment. The Civil Rights Act, 42 U.S.C. 1983 provides:

"Every person who, under color of any statute, regulation, custom or usage, of any state, subjects, or causes to be subjected, any citizen/disabled person of the United States or any state's jurisdiction to the deprivation of any rights - the paid for store items, privileges, or immunities secured by the Constitution and laws shall be liable to the party injured in an action at law, suit in equity or other proper proceeding for redress, such as a Regulatory Agency - Attorney General that resolve consumer complaints;

Therefore, the Michigan Dept. of ~~corrections~~ corrections & Access securepak company have subjected the complainant Van Jenkins a person with a spina Bifida Disability & disorder to hardships as set forth in the attached policy, the humane treatment & living conditions for prisoners - PD. 03/03.130 and the documents describing discrimination where he has been illegally penalized from having any job assignment where he has a learning disability extending from his spina Bifida, and no indigency is provided to enable him to acquire hygiene & health care items from the store, unless he get a GEB he can not be assigned any

Institutional items with a disability/disordered in violation of the Americans with Disabilities Act, see the attached sheet addressing this claim, and that the attached authorized exemptions to delay EEO programming & other programs listed on the attach program Classification Report is being disregarded by the staff & officers of the MDOC which is giving rise to the circumvented Secutepak order as a pattern of retaliation being committed.

The 14th Amend of the U.S. Const, states quote: "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens/the disabled of the United States; nor shall any state deprive any person/disabled of life, liberty, or property of state items without due process of law; nor deny to any person/disabled within its jurisdiction the equal protection of the laws," unquote;

The basis of these claims cited within this consumer protection complaint under this above cited theory is that:

- (1) the action complained of constituted state action, or was under "color of state law" within the meaning of the statutory provisions/act;
- (2) the property taken was an "entitlement" or a property right within the meaning of the 14th Amendment; and that
- (3) such property right was taken without "Notice" or an opportunity for a hearing within the meaning of the due process clause.

Verification

State of Michigan)
SS
County of Gratiot)

Verified Declaration

Declarant, Van Jenkins, states that pursuant to 28 U.S.C. 1746 the facts contained herein consumer protection complaint are true, correct, complete, and not meant to mislead to the best of Declarant's first hand knowledge and belief under the State(s) of Michigan and Missouri.

Notice of Public Record

The Respondent(s) of this consumer protection complaint are directed to take Notice that this unconscionable contract complaint is being recorded at the Missouri Attorney General's consumer protection Division and the Missouri Better Business Bureau, Inc.

Notice of Response

To the extent which the documents presented attached herewith, the Michigan Dept. of corrections and the Access Securepak Company, their agents, officers or employees have failed to disclose documents/information of the Securepak Store Items order process as required by the 6th Amend. to the U.S. Const. giving reasons to believe that the contract contained unconscionable clause to defraud the complainant;

The complainant, Van Jenkins is hereby exhausting his Administrative Remedy through the Missouri Attorney General Consumer Protection Division, to determine the nature and cause of the Securepak Store order process and cancellation so described herein; the Administrative Remedy is put pursuant to the Administrative procedures Act;

The consumer protection statutory provisions requires the Attorney General to make an appropriate order to reimburse persons who suffered damages; to carry out a reimburse, or a transaction in accordance with the persons reasonable expectations; to strike or limit the application of unconscionable clauses of contracts or non-delivered payments to avoid an unconscionable result, or to grant other appropriate relief;

As with any administrative process the Respondents must contract the statements and/or claims made by complainant by executing and delivering a verified response point by point with evidence in support. The Respondents may agree and admit to all statements and claims by complainant as cited herewith as proof of claims, where Respondents do not comply to response time of 10 days required by law will plea guilty by tacit procurement, by simply remaining silent;

In the event the Respondent(s) to this consumer protection Complaint admit to the statements and the attached proof of claims by tacit procurement, all issues are deemed settled and decided, and the Respondents may not argue, controvert, or otherwise protest to the finality of the Administrative findings in any subsequent process, whether administrative or judicial;

EXCEPTION: In the event Respondent believes the acts complained of may be raised to the level of and prosecuted as a criminal act, Respondent may forward a copy of Administrative pleading No. 4835-3318-829-2018 of claim(s), to the Grand Jury or prosecuting authority, investigate the act complained of and make a determination as to whether Respondent may be criminally prosecuted or indicted for any matter related in this Administrative consumer protection complaint - claim(s) No. 4835-3318-829-2018;

Respondent must serve, or caused to be served a certified copy of such demand for criminal investigation and proof of examination to the appropriate Grand Jury or prosecuting authority, along with a request for an extension of time to respond based upon Respondent's right or privileges against self incrimination.

Conditional Acceptance For Value For proof of claim upon contract/Lien For Determination of Unconscionable And of Agreement For Commercial Discharge No. 12272126

Dear Access securepak co.

As I am in receipt of your klos consumer transaction order citing the Registered No. 12272126, the amount paid was \$86.93 and the date of the order shows 8/29/18.

Pursuant to the consumer protection statutory provisions among the cited statutory provisions of the Administrative Procedures Act this complaint is being addressed and requesting for disclosure of the Access securepak package order process transaction documents to determine whether your firm or company and the Michigan Dept. of corrections have misapplied the law circumvented the attached policy(s) or created an unconscionable contract.

By law and constitution 6th amendment your company and the Michigan Dept. of corrections, Agents, officers & employees must answer each attached proof of claims point for point. Responsive answers must be made within 10 days according to law and copies must be certified and sent Registered mail to the complainant and the Attorney General ~~the~~ consumer protection Division.

Failure to comply shall result in a plea of guilty by tacit procurement. The Attorney General Consumer Protection Division is being requested to appoint an Attorney from the Missouri protection & Advocacy service, Inc. for persons with disabilities disorder for ADA.

Consumer Protection Complaint
Amended

It has come to my attention that your contract(s) may be one of unconscionability or there may be fraud on your and the *Michigan Dept. of Corrections*, contract(s) by design or by your intent. I want to resolve this matter as soon as possible, and therefore, I am initiating this private Administrative remedy to determine if such matters or controversy exists in this transaction contract(s).

As such, I conditionally accept for value your Letter/Demand payment or payoff Notice in regards to the original contract/Lien and I will pay or discharge said contract/lien and return the property predicated upon proof of claim by the *Agents, officers, and employees of your company & the MDOC*, in behalf of American General Proofs of claim are set out below, to wit:

1. Proof of claim that American General as an artificial entity/creature, created under the laws of the State of Michigan and doing business in the State of Michigan, by and through it's officers, Board of Directors and employees, and not bound to support Article I, section X, as a State created entity, in that "No State Shall...make any thing but gold and silver coin a Legal Tender in payment of debts."
2. Proof of claim that American General gave Full Disclosure to all matters dealing with the loan and said contract.
3. Proof of claim that of the value (substance) of the loan was in the nature of valuable consideration called money to Title 31, Section 371 of the United States Code & 12, Section 152 of the United States Code.
4. Proof of claim that the *Friend placed a Securepak order* brought forward and *paid* money ^{For} the Secured party, Van Jenkins *to be delivered to his possession*. Please be advised that a loan may be defined as the delivery of one party to, and the receipt by another of a sum of money, see Kirkland V. Biles, 155 S.E.2d 701. In order to constitute a loan there must be a contract whereby one party transfers to the other a sum of money, see United States V. Neifert White, 247 F.Supp. 878.
5. Proof of claim that the *Access Securepak company*

brought forward and loaned their credit within the transaction/contract.

(Please be advised that nowhere is the express authority given to the Corporation to lend its credit), see Gardiner Trust V. Augusta Trust, 134 Me. 191; 291 U.S. 245.

6. Proof of claim that the *Access Securepak company* inquired that the secured party, Van Jenkins, had access to lawful money of account (see #3 above) to pay the contract debt at law without being compelled to a becoming a tortfeasor.
7. Proof of claim that the undersigned, Van Jenkins had/has access to money that constitutes lawful (sufficient) consideration with sufficient value to support an ordinary contract between parties, or one to support the particular transaction).
8. Proof of claim that the undersigned's signature on the original contract did not create the value for the loan and that the undersigned did not put the property (the

9. Proof of claim that the giving a note does constitute payment. see Eschart V. Commissioners C.C.A., 42 F.2d 158.
 10. Proof of claim that the use of a Federal Reserve Note is not only a promise to pay. see Fidelity Savings V. Grimes, 131 P.2d 894.
 11. Proof of claim that Legal Tender (Federal Reserve notes) are good and lawful money of the United States. see Rains V. State, 226 S.W. 189.
 12. Proof of claim that (Federal Reserve Notes) do operate as payment in the absence of an agreement that they shall constitute payment. see Blanchshear Mfg. Co. V. Harrell, 12 S.E.2d 766 are not valueless. (Please be advised see the IRS Code Section 1.1001-1 (4657) C.C.H. ("Federal Reserve Bank says Federal Reserve Notes" have no value."))
 13. Proof of claim that (Federal Reserve Notes) do operate as payment in the absence of an agreement that they shall constitute payment. See Blanchshear Mfg. Co. V. Harrell, 12 S.E.2d 766.
 14. Proof of claim that the undersigned had a meeting of the minds with the ~~Friend~~ *whom placed the Securapak store order of items* in relation to signing the contract (agreement) in respect to full disclosure that said contract contained no elements of fraud by American General and federal reserve notes did operate as payment per the agreement.
 15. Proof of claim that American General by and through its employees, did not know that no lawful consideration was loaned to the secured party, Van Jenkins.
 16. Proof of claim that American General by and through its employees, did not know that the secured party created the value to the loan transaction by his signature.
 17. Proof of claim that American General by and through its employees, did not know that an installment sale contract contained an acceleration clause under which any part or all of the time balance represented by payments, not yet matured, may be declared immediately payable because the seller or holder deems itself to be insecured.
- TAKE NOTICE OF THE FOLLOWING:
- A. In order to constitute a loan there must be a contract whereby one party transfers to the other a sum of money, see. United States V. Neifert White, 247 F. Supp. 878.
 - B. The thing given or taken in exchange must be specific and so distinguishable from other things of like kind as to be clearly known and identifiable. see Preston V. Keeue, 14 Pet. 133.
 - C. A contract made by a corporation beyond the scope of its corporate powers is unlawful and void. see McCormick V. Market Natl. Bank, 165 U.S. 538
 - D. Negotiable Instruments Law was designed to cover commercial paper (which) is currency. see La. Stat. Ann. R.S., 71 et Seq. LSA-C.C., ART. 2139

E. Actual or threatened exercise of power over the property of another is coercion and duress which will render the payment involuntary. see Cleveland V. Smith, 132 U.S. 318.

F. When a decree provides for the payment of money, that term imports constitutional currency. see Shaeldeford V. Cunningham, 41 Ala. 203 West Oliver Co. V. Bai Cromelin, 12 Ala. 340.

18. Proof of claim that American General by and through its employees, knew or did not know, that this transaction was beyond the scope of its Charter and that American General had the authority to violate good faith, commercial law, Res Judicata on the money issue, and violate contract law in respect to constitutional money to bind secured party to an unconscionable contract.

19. Proof of claim that American General by and through its employees, did not commit fraud on the contract/lien in respect to the account/contract referenced above.

20. Proof of claim that the undersigned cannot by his signature accept for value the contract and discharge the contract/lien/debt in respect to the remedy provided by Congress via HJR-192 with a Bill of Exchange (Trade Acceptance) due to the National Emergency (Senate Report 93-547-1973 in respect to the United States Bankruptcy as declared by Executive Order's #6073, 6102, 6111, and 6260) whereby the American people were left with only commercial paper.

Failure or refusal by The *Access Securepak Co. & Michigan Dept. of Corrections* in behalf of American General to provide the above Proofs of claim will constitute your dishonor and default and your admission and confession to injury and damage to the undersigned in respect to your admitted fraud on the contract and/or compelling the undersigned into an unconscionable contract by your own admission and failure to bring forth Proof of claim in support of a clean hand doctrine, full disclosure, good faith dealing, and the FAIR DEBT COLLECTION PRACTICES ACT as applied to this transaction/contract/lien as Referenced above.

Per your failure or refusal to bring forth Proof of claim, you will by your dishonor and default, fail to state a claim upon which relief can be granted, and you will have stipulated to the facts herein, as it operates in favor of the undersigned due to your silence and admitted fraud on the contract.

Therein, presumption will be taken in regards to your default, dishonor admission, and confession of injury and damage and failure to state a claim, that you; The *Access Securepak Company & Michigan Dept. of Corrections* are giving permission for a lien to be filed against you for said default, damages, and dishonor. Said damages are estimated in excess of \$50,000.00. Final amount to be calculated prior to lien and notice to you by invoice, per your agreement by your silence as stated. Per your failure, refusal and/or silence, this conditional Acceptance becomes the security agreement under commercial law.

Due to the time sensitive nature of this private matter, you are to respond with Proof of claim within 7 Days by certified-priority-return-mail to the

as cited herein, and to Mr. Van Jenkins, the undersigned at the address of this formal consumer's complaint.

Should you fail or refuse to provide Proof of claim within the time frame specified in this private matter, a Notarial protest may be exercised (performed) pursuant to your initial default.

Your Silence or Refusal equates to stipulation of the above facts and your agreement in that you and American General will accept both the contract/lien accepted for value and a Bill of Exchange to discharge the contract/lien/debt.

10/2/18
Date

Van Jenkins
Signature

STATE OF MICHIGAN)
SS
COUNTY OF JACKSON)

JURAT

Affiant, Van Jenkins, being duly sworn deposes and says pursuant to 28 U.S.C. 1746 that:
1. I am the Consumer in this matter, and as defined under the Americans With Disabilities Act, I meet the definition of a person with a Spina Bifida disability & Hypertension Disorder as the medical information previously provided to the

as well as to the parties being addressed herein.

2. Affiant states that from the information he has gathered from different sources he believes the same to be relevant to the matter being addressed in the body of this consumer complaint, and that if called to witness or testify the same shall do so.

3. The Corporate entities addressed herein has participated in the transactions addressed herein, and that theres a dispute in regards to property that was repossessed without full authority depriving the disabled from the use thereof, in which prevented him from participating in the every day activities of society for travel reasons.

FURTHER AFFIANT SAYETH NOT.....

10/2/18
DATE

Van Jenkins
AFFIANT'S SIGNATURE 28 U.S.C. 1746

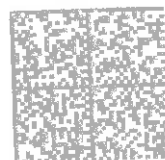
As a Notary Public for said county and State, I do hereby certify that on this 2ND day of October, 2018, the above mentioned, appeared before me and executed the foregoing witness my hand and seal.

Marcia L. Sorensen
Notary Public
My commission expires 10.22.18

MARCIA L. SORENSEN
NOTARY PUBLIC, STATE OF MI
COUNTY OF SAGINAW
MY COMMISSION EXPIRES OCT 22, 2018
ACTING IN COUNTY OF GRAYOT

VEN Jenkins
Ap. No. 172475
Federal Correctional Facility
1780 East Parnall Road
Jackson, Mich. 49201-7139

C. Davis
Deputy Clerk
United States District Court For,
The Western District of Missouri
400 East 9th Street Room 1510
Kansas City, Mo. 64106



U.S. POSTAGE® PT
ZIP 49201 \$ 06
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CLERK U.S. DIST. COURT
WESTERN DIST. OF MO.
KANSAS CITY, MO.

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